

AGREEMENT

1982

1984



X 7/1/82 to 6/30/84

LOWER CAMDEN COUNTY REGIONAL HIGH SCHOOL DISTRICT NUMBER ONE
BOARD OF EDUCATION

&

LOWER CAMDEN COUNTY REGIONAL HIGH SCHOOL DISTRICT NUMBER ONE
EDUCATION ASSOCIATION

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PREAMBLE

This Agreement entered into this 21st day of June, 1982 by and between the Board of Education of the Lower Camden County Regional High School District Number One, New Jersey, hereinafter called the "Board" and the Lower Camden County Regional High School District Number One Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and Association have an obligation, pursuant to Chapter 123, Public Laws, 1974 to negotiate with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

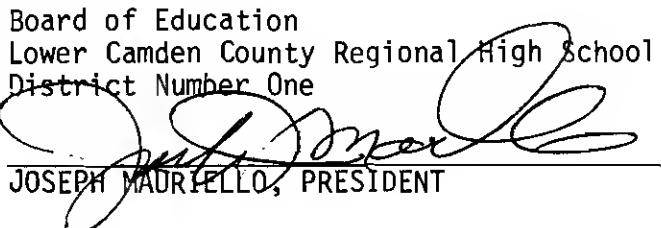
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1982 and shall continue in effect until June 30, 1984.

This Agreement shall not be extended by oral or written agreement and it is expressly understood that it shall expire on the date indicated.

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers all as of the day and year first above written.

Board of Education
Lower Camden County Regional High School
District Number One


JOSEPH MAURIELLO, PRESIDENT

ATTEST:

Veraon. Sullivan
SECRETARY

Education Association
Lower Camden County Regional High School
District Number One


MARIE KNOTT, PRESIDENT

ATTEST:

Sylvia P. Benoff
SECRETARY

PROVISIONS OF AGREEMENT

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement; this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital, or handicapped status.
- E. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative before they are established.
- F. Copies of this Agreement shall be printed and the expense shared between the Board and the Association on an agreed format and quantity, within sixty (60) days after the Agreement is signed. Copies shall be made available to the Association.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following address:
 1. If by Association, to Board at : 200 Coopers Folly Road, Atco, N.J. 08004
 2. If by Board, to Association at : Building of the Current President of Association.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated, contractual, and tenure personnel employed by the Board including those on leave.
 1. Including: Teachers - Librarians - Social Workers - Psychologists - Nurses - Guidance Counselors - Learning Disability Specialists
 2. Excluding: All full-time administrative and supervisory personnel and all other non-certificated personnel.
- B. Unless otherwise indicated, the term, "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. The Association shall be required to show proof that they represent the majority of the teachers in this unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws, 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment.
 - 1. Such negotiations shall begin not later than September 10th of the calendar year preceding the calendar year in which this Agreement expires, when each party will submit its written proposal for the next Agreement. This exchange will constitute the beginning of negotiations. Formal discussions shall begin not later than October 10th.
 - a. If a full Agreement is not reached by December 1st, an impasse will be declared unless the time limits are extended by mutual agreement.
 - 2. Any Agreement so negotiated shall apply to all teachers be reduced to writing, and be ratified by the Association, adopted by the Board, and be signed by the Board and the Association.
- B. Neither party in any negotiation shall have control over the selection of the negotiation representatives of the other party.
 - 1. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
 - 2. The Secretary of the Board, or a suitable substitute, shall be present at the meetings to take minutes. Copies shall be made available to the Association negotiating committee.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals.
 - 1. The Board agrees, subject to reasonable request, to provide the Association with information which is in the public domain.
- D. The Board agrees not to negotiate concerning said teachers in the negotiating unit, as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. Should a mutually perceived problem arise requiring a negotiated change or alteration in the contractual provisions, then a mutually acceptable amendment to the Agreement shall be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board and ratified by the Association. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" - a "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions negatively affecting a teacher or a group of teachers.
2. "Aggrieved Person" - an "aggrieved person" is the person making the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.
 - a. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.
 - b. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.
 - c. Time limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
 - (1) In the event one of the parties becomes incapacitated, the time limits may be extended by mutual agreement.
 - d. All meetings and hearings under this procedure should be handled with discretion.
2. Any aggrieved person who has a grievance shall discuss it first with his/her principal (or immediate administrator if applicable) in an attempt to resolve the matter informally at that level. If the matter cannot be resolved informally, the aggrieved person may file a formal written grievance with the principal. The principal shall give his/her decision in writing within five (5) school days of receipt of the written grievance.
3. The aggrieved person, no later than five (5) school days after receipt of the decision of his/her principal, may appeal the decision to the superintendent of schools. The appeal to the superintendent must be made in writing specifying:
 - a. the nature of the grievance
 - b. the nature and extent of the injury, loss or inconvenience

ARTICLE III

GRIEVANCE PROCEDURE

Con't.

- c. the results of the previous discussions, and
- d. his/her dissatisfaction with decisions previously rendered

The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The superintendent shall communicate his/her decision in writing, to the aggrieved person, to the Association, and the principal.

- 4. If the grievance is not resolved to the aggrieved person's satisfaction, he/she, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board.
- 5. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within fifteen (15) calendar days of the date of the hearing. The referred-to hearing, if granted, shall be held within thirty (30) calendar days after receipt of the appeal notice.
- 6. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the superintendent, within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 - b. A complaint of a non-tenure teacher which arises by reason of his/her not being re-employed, provided the Article: Teacher Evaluation and Fair Dismissal Procedure has been followed, or
 - c. A complaint by any certificated personnel occasioned by appointment to, retention in, or lack of retention in, any bonus position for which tenure either is not possible or not required, or
 - d. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
- 7. Securing services of an arbitrator:
 - a. The following procedure shall be used to secure the services of an arbitrator:
 - (1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

ARTICLE III

GRIEVANCE PROCEDURE Con't.

- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
 - (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- b. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board. The recommendations of the arbitrator shall be binding.
- c. Rights of teachers to representation:
- (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by the Association or by a representative selected or approved by the Association.
 - (2) When an aggrieved person is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the superintendent, or at any later level, be notified by the superintendent that the grievance is in existence, and shall be notified of the result.
8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

TEACHER EVALUATION AND FAIR DISMISSAL PROCEDURE

- A. Any non-tenure teacher subject to recommendation by the Administration or non-renewal of contract shall be notified in writing of any action or other matter which appears to exist and may possibly result in the teacher's future dismissal or non-renewal of contract.
- B. Teacher evaluation and fair dismissal procedure shall be in accordance with the Statutes.
 - 1. Written notice will be presented to the employee by April 30, upon realization that the matter in question may jeopardize the teacher's employment status.
 - 2. Teacher evaluation/observation reports should specifically state when a job is in jeopardy.
- C. Tenure teachers shall receive their final evaluation no later than June 1.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall, upon request, have the right to have materials duplicated at cost, at reasonable times when the office staff is not engaged in their regular duties.
- B. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary.
 - 1. Copies of materials distributed shall be given to the Building Principal unless sealed due to confidentiality.
- C. Officers, members of the executive committee, and building representatives of the Association, representatives of the County Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
 - 1. Reasonable times shall be defined as: such times as Association personnel are not assigned to regular or emergency school duties.
 - 2. A free period daily will be allocated to the Association president. This period is to be used solely for Association business.
 - 3. One (1) Vice President in each building will not be assigned a homeroom; however, the Principal will retain the right to assign duties as required in an emergency.
 - a. The activities of the Association Vice Presidents shall in no way interrupt or interfere with the operation of the school.
- D. The Association and its representatives shall have the right to use school buildings as long as the proper forms have been initiated and approved in accordance with Board policy. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.
 - 1. Approval shall be required within the framework of building availability.
- E. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teachers' dining room, providing the facilities are not used for classrooms. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.
 - 1. The location of Association bulletin boards in each room shall be designated by the Association and Administration.
 - 2. Copies of all materials to be posted on such bulletin boards shall be given to the building principal. Areas normally accessible to the public or students shall require prior approval by the appropriate administrator.

ARTICLE VI
SCHOOL CALENDAR

- A. The superintendent shall prepare a school calendar for recommendation to the Board after consulting with the Association to receive its suggestions and recommendations.
- B. The number of teacher days (exclusive of first year teachers) will be 185. All teachers shall be required to attend a "Back To School Night" when scheduled.
 - 1. Check-out will commence 1:00 P.M. on the 185th day.

ARTICLE VII
TEACHER-ADMINISTRATION LIAISON AND INSTRUCTIONAL COUNCIL

- A. The Association shall select a Liaison and Instructional Council Committee for each school building which shall meet with the Principal at the call of either party after school, during the school year, to review and discuss local problems and practices.
 - 1. Meetings and agenda shall be mutually agreed upon and shall not be more than one per month.
- B. The Association's representatives, which shall be not more than three (3) per building, shall meet with the Superintendent at the call of either party during the school year to review and discuss current school problems and practices and the administration of this Agreement.
 - 1. These meetings will take place after school, and there will be no extra compensation for attending these meetings regardless of their length.
 - 2. Meetings and agenda shall be mutually agreed upon and shall be limited in number to one meeting per month.

ARTICLE VIII
TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their tentative class and/or subject assignment, tentative building assignment, and room assignments for the forthcoming year not later than the last day of school.
- B. In the event that changes in such schedules, class, and/or subject assignment, building assignment or room assignment are proposed, the teacher affected shall be notified promptly in writing by a letter sent to the summer address previously designated by the teacher.
- C. Every teacher is to participate fully in State Evaluations, Middle States Evaluations, and Curriculum Development.

ARTICLE IX
TEACHER FACILITIES

- A. When practical, each school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. An appropriately furnished room which shall be reserved for the exclusive use of teachers and other adults as a lounge. The adults shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
 3. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
 4. Well lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.
 5. A separate private dining area for the exclusive use of the teachers and other adults.
 6. Free and adequate off-street paved parking facilities, properly maintained and identified exclusively for employee use.
 7. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 8. Copies, exclusively for each teacher's use of all texts used in each of the courses he/she is to teach.
 9. Adequate chalkboard space in every classroom.
 10. A dictionary in every classroom.
 11. Adequate books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibilities.
 12. A teacher work area to aid in the preparation of instructional materials.
 - a. The above will be complied with unless unusual circumstances make it impossible such as fire, double session requirements, etc.
- B. Keys
1. Teachers shall be assigned keys through the administration.
 2. Teachers shall be responsible to turn assigned keys into the administration's representative at the conclusion of each school day. Once the keys are turned over to the administration, all liability for said keys shall be that of the Board of Education and not the teacher. Teachers who do not turn in said keys, shall accept responsibility for such.

ARTICLE X

TRANSFERS

A. Voluntary transfers and re-assessments:

1. No later than April 15th of each school year, the Superintendent shall deliver to the Association a list of the known vacancies which shall occur during the following school year, and post in each school building.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent not later than May 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. A new request must be submitted in writing each school year if the request is not granted on the initial application.

ARTICLE XI

NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree so far as possible, to strive to minimize the non-academic duties of the teacher.
- B. The Association recognizes that the teachers must assume responsibility for care and supervision of all equipment and facilities in any part of the buildings and facilities in their classes and activities in which they are involved.

ARTICLE XII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and in his/her presence.
- B. The teacher recognizes that all disciplinary action and methods invoked by him/her shall be reasonable and just and in accordance with established Board policy.

ARTICLE XIII

PROTECTION OF TEACHERS AND THEIR PROPERTY

- A. Teachers shall immediately report cases of assault or stolen property suffered by them in connection with their employment to the principal or other immediate supervisor. This should be done on appropriate forms. Such notification shall be immediately forwarded to the superintendent by the building principal who shall comply with any reasonable request from the teacher for any information in the possession of the superintendent relating to the incident or persons involved and shall act in an appropriate way as liaison for the teacher, the police and the courts.
- B. The Board shall reimburse teachers for the reasonable cost (not to exceed \$100.00) of any clothing or personal property torn or damaged as a result of restraining students in the discharge of his/her duties within the scope of employment.

ARTICLE XIV

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is only an appropriate concern of the Board when it prevents the teacher from performing properly his/her assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing such activities do not violate any local, state, or federal laws.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Lower Camden County Regional High School District Number One and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
 1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is appropriate for the age and maturation of the students involved and is relevant to the course.
 2. The principal and supervisors shall at all times have the right to discuss and suggest to the teachers their concern about any item currently being taught.
 - a. The teacher has recourse to the Grievance Procedure if he/she feels he/she is discriminated against.

ARTICLE XV
TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by initialing the teachers' attendance register in the main office.
- B. The starting and ending times of each day shall be determined by the Superintendent of schools after consultation with the administrative staff and the Teacher-Administration Liaison and Instructional Council.
- C. The normal daily teaching load in the junior and senior high schools in academic areas shall be five (5) teaching periods in not more than two (2) subject areas with no more than three (3) preparations, and the principal shall have the right to assign teachers to other duties during the in-school day as determined necessary to operate the school.
 1. In all areas other than academic, the maximum shall be six (6) teaching periods. In subject matter areas where a single teacher handles the entire academic program, the number of preparations shall be determined by the program and the number of teaching periods shall not exceed six (6).
 2. Vocational teachers will be assigned in accordance with minimum requirements of the State Department of Education and in accordance with Federal regulations.
 3. Each classroom teacher's schedule shall include one (1) period free of scheduled duties.
 - a. Such period shall be utilized for teaching preparation.
 4. It is desirable for each classroom teacher to have an uninterrupted preparation period each day.
 - a. In those cases where regular substitutes are not available, regular classroom teachers shall be used as substitutes during their non-teaching time, on a rotating basis.
 - b. Substitute coverage, administratively assigned, shall not exceed five (5) per school year with the following exceptions:
 - (1) Teachers failing to call and report absence.
 - (2) Teachers arriving late.
 - (3) Teachers leaving before the conclusion of the school day for illness or other emergency.
 - c. Regular classroom teachers assigned as substitutes where preparation will be required and a long-term situation exists, or assigned beyond five (5) as noted in 4b, will be paid at the rate of \$5.00 per hour.
 5. Each teacher shall have a minimum forty (40) minute, continuous, duty-free lunch period.
 - a. If necessary, for the 1983-1984 academic year, the Board reserves the right to schedule teacher lunch periods to coincide with the student lunch periods, with no less than thirty (30) minutes for teacher lunch periods.

ARTICLE XV

TEACHING HOURS AND TEACHING LOAD Con't.

- D. Hours and duties for "specialized personnel" (Librarians, Social Workers, Psychologists, Nurses, Guidance Counselors, Learning Disability Specialists) shall be the same as enumerated in the contract for teachers with the following exceptions:
1. They will have no assigned preparation period.
 2. Except in extreme emergencies they will not be assigned the following:
 - a. study halls
 - b. homerooms
 - c. bus duty
 - d. corridor duty
 - e. cafeteria supervision
 3. They will have one (1) fifteen (15) minute coffee break in the morning.
 4. They will have a fifty (50) minute duty free lunch period.
 5. They will devote all of their working hours to the responsibilities of their position.
- E. Teachers shall be required to report for duty twenty (20) minutes before the opening of the pupils' school day and shall be permitted to leave following the departure of the school buses at the close of the pupils' normal school day.
1. In addition, teachers shall be required to remain two (2) days per week for forty (40) minutes following the departure of the school buses, for staff meetings, student tutoring, or related instructional activities.
 - a. At the discretion of the principal, with the approval of the superintendent, the time may be varied not to exceed eighty (80) minutes per week.
 2. On Fridays or on days preceding holidays or vacations, the teachers' day shall end following the departure of the school buses.
 3. Abbreviated days designated as parent conferences, in service, or workshops, are considered full teacher days and dismissal shall be at the normal closing time.
- F. No teacher shall be assigned to, or expected to discharge any duties outside the in-school day unless such duties are a part of a financially compensated extra-curricular activity.
- G. Teachers may volunteer to cover assignments.
- H. Department Heads shall not be assigned more than five (5) student instructional-supervision periods each day and shall be excused from regular study hall duties and homeroom assignments.
1. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning of, or supervising the behavior of students.

ARTICLE XVI
COMPLAINT PROCEDURE

A. Statement of Purpose:

1. To provide procedures for the investigation of a complaint involving pupil and teacher, or parent and teacher.
2. The Board of Education shall inform the complaining party there is a procedure that has been established for the resolving of complaints and shall encourage the utilization of said procedure.

B. Procedural Steps:

1. Teacher and pupil or teacher and parent may confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through.
 2. Any complaint unresolved under Step 1, will be reviewed by the building principal or assistant principal in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved it will then be processed through Step 3.
 3. Any complaint not resolved at Step 2 submitted by the complainant to the building principal, shall be forwarded to the superintendent and a copy forwarded also to the teacher or teachers involved.
 4. Upon receipt of the written complaint the superintendent will confer with all parties. The teacher has the right to be present at all meetings of the superintendent or at any meetings between the superintendent and the complainant.
 5. If the superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he shall forward the results of his investigation along with his recommendation, in writing, to the Board of Education and a copy to all parties concerned.
 6. After receipt of the superintendent's findings and recommendations, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board of Education and show cause why the superintendent's recommendations should not be followed. All parties shall have the right of representation by representative of the parties' choosing.
 7. Copies of the action taken by the Board of Education shall be forwarded to all parties.
- C. In the event that a complainant refuses to utilize the above complaint procedure, the Board shall hear the complaint but render no decision regarding its merit until the complained against party or their representative is afforded an opportunity to present its position to the Board.

ARTICLE XVII

PROMOTIONS

- A. All vacancies in administrative or instructional supervisory positions, promotional in nature, caused by death, retirement, discharge, resignation, or by the creating of new positions, shall be filled pursuant to the following procedure:
1. Such vacancies shall be adequately publicized, including a notice in every school (by position, through the superintendent's bulletin, or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily at least thirty (30) days in advance and in no event less than seven (7) days in advance).
 - a. In addition, the superintendent may concurrently publicize the position outside the school district.
 - b. Vacancies which arise during July and August shall be posted in the District Administrative offices of the Board and also in each school.
 - c. Staff members who wish to be considered for a promotion to a position which may develop during the summer must submit each year, during the month of June, a letter to the superintendent notifying him of their desire. Should an opening occur for which a staff member is qualified, a registered letter will be sent to the address he/she designates as his/her summer address. On October 1, the superintendent may destroy all letters.
 2. Said notice of vacancy shall clearly set forth the qualifications for the position.
 3. Vacancies shall be filled on the basis of fitness for the vacancy as determined by the Board of Education. Consideration will be given to qualified applicants within the school district.
 4. Qualified persons who desire to apply for such vacancies shall file their applications in writing with the office of the superintendent within the time limit specified in the notice.
 5. Promotional positions are defined as follows:
 - a. Positions paying a salary differential
 - b. Positions on the administrative-supervisory level including, but not limited to positions such as:

(1) Assistant Superintendent	(6) Department Head
(2) Administrative Assistant	(7) Department Chairman
(3) Principal	(8) Counselor
(4) Assistant Principal	(9) Coordinator
(5) Supervisor of Instruction	(10) Area Chairperson
 6. The Board shall request recommendations from the superintendent and may require that individual interviews be scheduled, but reserves the right to make all final decisions regarding appointments.

ARTICLE XVIII

SPECIAL SCHOOLS AND BEDSIDE INSTRUCTION

- A. All openings for positions in the evening school, summer school, bedside instruction, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with procedures for publicizing promotional vacancies.
- B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Lower Camden County Regional High School District Number One; and when all other factors (as determined by the Superintendent) are substantially equal, preference shall be given first to teachers who have taught the subject and/or grade level in question during the regular school year.
- C. Salary schedules for positions included in this Article shall be negotiated under procedures outlined in Article II of the Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said program.
- D. All of the provisions of this Agreement shall apply to teachers holding positions in the evening school, summer school, bedside instruction, and other programs, except where clearly inapplicable.

ARTICLE XIX

SCHOOL COMMUNICATIONS

- A. There shall be no announcements (except for emergencies) during regular class time. Announcements shall be made during the last part of the final period.
- B. Duplicated or printed material distributed at a meeting will not be read to the professional staff.

ARTICLE XX

SICK LEAVE

- A. Teachers shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. If any such person requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- B. Twelve (12) month employees shall be allowed twelve (12) days' sick leave per year.
 - 1. The need for presentation of a medical certificate after sick leave shall be at the discretion of the superintendent or principal.
- C. Unused sick leave shall be reimbursed as follows when a teacher leaves the district for any reason after having completed at least ten (10) years in the district:
 - 1. \$20.00 per diem after 10 years.
 - 2. \$25.00 per diem after 15 years.
 - 3. \$30.00 per diem after 20 years.
 - a. The teacher, in order to be eligible for this benefit, must notify the Board prior to the adoption of the budget for the fiscal year in which they plan to leave. (December 1.)
 - (1) The only exception to this rule would be an unforeseen illness that necessitated retirement.

ARTICLE XXI

PERSONAL LEAVE

- A. Every teacher shall be granted personal leave of no more than three (3) days per year without deduction, for urgent personal reasons, provided that such leave be requested at least twenty-four (24) hours in advance of the time for which leave is requested except in cases of extreme emergency.
 - 1. The granting of personal leave to teachers hired for less than a full contractual year shall be in proportion to their period of employment.
- B. Such personal leave may not be used to extend major holidays such as Christmas recess, Easter recess, NJEA Conference, Thanksgiving, or Monday holidays, except for religious reasons.
- C. Prior approval will be required for more than two (2) consecutive days except in cases of extreme emergency. The request must be in writing to the principal or building administrator.
- D. This personal leave, if unused at the conclusion of the fiscal year, shall be added to the accumulated sick leave on the first day of the next fiscal year.

ARTICLE XXII

LEAVES OF ABSENCE

- A. The Board agrees that up to four (4) teachers designated by the Association shall, upon request, be granted a leave of absence, without pay, for up to two (2) years for the purpose of engaging in activities of the Association.
 - 1. If a request were made for leave for four (4) persons in the same school or in the same department, the superintendent shall exercise discretion regarding their release.
- B. A leave of absence, without pay, for up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.
- C. A teacher under contract with the Board who shall be called into the service of his/her country as a result of due processes of the Selective Service System shall be placed upon military leave of absence, in accordance with the Statutes of the State of New Jersey (Section 18A:6-33) and the ruling of the Attorney General for such time as the teacher shall remain in military service. The teacher shall, upon written application, be entitled to re-employment in the original or similar position together with the necessary salary adjustment to which he/she is entitled by virtue of his/her combination of military service and teaching experience provided that:
 - 1. The teacher makes such application for re-employment within ninety (90) days after release from the military service.
 - 2. The separation from military service shall be any type other than dishonorable.
 - 3. That in the computation of salary benefits, the teacher shall be entitled to increments based upon either his/her military service or the crediting of such service as teaching done, but in no circumstances to be granted double increments for the same period of time.
 - 4. Further, that at the time of applying for reinstatement, the teacher provides acceptable proof of his/her military service and of his/her type of separation as required by the Statutes of the State of New Jersey (Section 18A:6-33) and the interpretations thereof by the Attorney General, during the period of such military service the Board shall pay for the teacher his/her pension annuity contribution which shall be adjusted annually in accordance with the automatic increments of the particular salary schedule then in full force and effect.
 - a. Nothing contained above shall in any way be construed as to prevent the Board from considering the needs of the district at the time the teacher applies for reinstatement or to require the Board to re-employ a teacher returning from military leave when the circumstances have dictated a reduction in force and all remaining teachers have seniority due to tenure. In such instances, the particular teacher shall be placed on a waiting list in accordance with his/her rank.
 - b. Time spent by a teacher in military service may count toward salary and toward meeting requirements for permanent certification, but shall not count as time credited toward tenure.
- D. A leave of absence, without pay, for up to two (2) years may be granted for the purpose of caring for a sick member of the teacher's immediate family, or a member of the household for whom the teacher is legally receiving an income tax deduction.

ARTICLE XXII

LEAVES OF ABSENCE

Con't.

- E. All benefits to which a teacher was entitled at the time his/her leave of absence commenced shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced if available, or if not, to a substantially equivalent position.
- F. All applications for extensions or renewals of leaves of absence, less than the maximum provided in the leave policy shall be applied for and granted in writing. Additional leave may be granted at the discretion of the Board.
- G. Disability leaves of absence, including but not limited to maternity leave, shall be granted in accordance with the applicable laws and State regulations.
- H. The Board of Education will grant a short leave of absence, without pay, to those members of the teaching staff who request permission to accompany educational trips that are not sponsored by this Board of Education.

ARTICLE XXIII

SABBATICAL LEAVES

- A. Sabbatical leave shall be granted to qualified applicants for:
 - 1. A planned program of study
 - 2. Study and travelproviding the experience will result in discernible benefit to the school district to those teachers who have completed ten (10) years of educational service within the district.
- B. Sabbatical leave shall be granted on the basis of seniority of service to no more than one (1) member of the educational staff within the district within a given school year.
- C. Application for Sabbatical leave must be made no later than December 1st.
 - 1. Preliminary applications may be submitted September 1st of any school year, but the deadline for final application is December 1st.
- D. Sabbatical leave will be granted for a period of one (1) year running from September through June.
 - 1. All applicants shall be notified by March 15th as to which individuals will obtain a Sabbatical leave. Applicants judged eligible will be placed on a priority list from which a replacement will be selected within one month in the event an initial receiver is unable to take such leave.
 - 2. All applicants denied Sabbatical leave will be informed in writing as to the reasons for this denial.
- E. Reimbursement:
 - 1. For purpose of full-time study, reimbursement will be granted at fifty percent (50%) of the last year's salary.

ARTICLE XXIII

SABBATICAL LEAVES

Con't.

2. For less than full-time study, reimbursement will be at fifty percent (50%) of the last year's salary.
 - a. Payment of the above reimbursement will be made in accordance with regular payroll dates.
- F. All of the course work for the graduate program must be completed during the Sabbatical year period.
- G. The thesis does not have to be completed during the Sabbatical leave year.
- H. If the original program is not approved, it can be adjusted for approval later.
- I. No one is eligible for more than one (1) Sabbatical leave.

ARTICLE XXIV

DEATH IN FAMILY

- A. Every teacher shall be granted personal leave, without deduction, of up to five (5) days in case of a death within the immediate family (father, mother, brother, sister, husband, wife, child, mother-in-law, father-in law), and one (1) day in case of other close relatives (uncle, aunt, grandmother, grandfather, grandchild, cousin.)
- B. This personal leave is in no way accumulative.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. To work toward the ends stated above, the Board agrees to:
1. Pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which a teacher is required and/or requested to take by the administration.
 2. To cooperate with the Association in arranging inservice courses, workshops, conferences, visits to industries or neighborhood school systems, and programs designed to improve the quality of education. Such activities shall be coordinated through the Teacher-Administration Liaison Instructional Council.
 3. Pay the sum of \$300.00 to teachers engaged in advanced study during the school year or summer at any accredited college.
 - a. The cost of tuition, registration and fees shall be paid at the exact cost but not exceeding the above listed limit. Any cost beyond the established limit will not be reimbursed.
 - b. Notification must be given the superintendent prior to engaging in any graduate studies for which reimbursement will be requested.
 - (1) A standardized form will be used for the purpose of this notification.
 - c. Reimbursement will be granted only during the fiscal year in which the approved course was taken and completed.
 - d. Reimbursement shall be based upon the furnishing of satisfactory proof of payment to the college and the submission of an official transcript, or certified statement, with a grade acceptable to the college for graduate credit.
 - e. Courses taken shall be related to the teaching field of the teacher or his/her position. Any course required as part of a master's degree or doctor's degree shall be approved if the degree field is related to the teaching field.
 - f. Payments:
 - (1) Shall not be made for courses taken to satisfy emergency or provisional certification requirements.
 - (2) Shall not be made for courses taken to pursue an advanced or baccalaureate degree not related to the teaching profession (CPA, Law, etc.)
 - (3) Shall not be made for courses taken under NDEA, NSF, or any other public or private funding.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

NOTIFICATION OF COURSE BEING TAKEN

TO: Superintendent of Schools

FROM: _____ (Name of employee)

DATE: _____

I plan to take the following graduate course/courses for which I will request reimbursement:

NAME OF UNIVERSITY OR COLLEGE: _____

COURSE NO. _____ TITLE: _____

COURSE NO. _____ TITLE: _____

COURSE NO. _____ TITLE: _____

Are you receiving any other financial assistance? _____

If so, indicate the amount(s) and what organization: _____

SEMESTER TO BE TAKEN:

____ Summer

____ Fall

____ Spring

The course or courses will be taken and completed in the fiscal year:

JULY 1, 19____ ending JUNE 30, 19____.

ESTIMATED COSTS: Tuition: \$ _____ Other: \$ _____ Total: \$ _____
Tuition: \$ _____ Other: \$ _____ Total: \$ _____
Tuition: \$ _____ Other: \$ _____ Total: \$ _____

SIGNATURE OF EMPLOYEE: _____ DATE: _____

NOTE: Upon receiving this form, the Superintendent will affix his signature and return a copy to the employee as an acknowledgment.

SIGNATURE OF SUPT.: _____ DATE: _____

ARTICLE XXVI

HEALTH PROTECTION

- A. An annual medical examination is required of all employees.
 - 1. The Board will arrange for an on-site examination (two times during a school day) by the school medical inspector in September of each year at no cost to the employee.
 - a. Failure to be examined on site at times set will require employees to obtain a physical examination at their own expense.
 - b. All employees must have a physical examination completed on or before October 1, or in the case of new employees within 30 calendar days of the recommendation of employment.
- B. The Board shall provide annual chest x-rays, flu shots, and annual medical examinations to all employees in accordance with the Statutes.
 - 1. Required Chest X-rays: - those employees who are required to have a chest x-ray and who are covered by Board paid Health Insurance will be required to present their card upon receiving the chest x-ray. The Board will assume all costs of the x-ray beyond the payment of the Health Insurance Plan.

ARTICLE XXVII

HEALTH INSURANCE PROTECTION

- A. NEW JERSEY HEALTH BENEFITS PROGRAM
 - 1. The Board shall continue to provide the New Jersey Health Benefits Program for all employees and their dependents.
- B. PRESCRIPTION DRUG PROGRAM
 - 1. The Board shall provide a \$1.00 deductible prescription drug plan.
 - a. Teacher applicants agree to select minimum coverage suitable in their particular circumstances; i.e. single teachers shall not apply for family plan, etc.
 - b. Only one spouse of a husband-wife team employed within the district will be eligible for the program.
- C. DENTAL PROGRAM
 - 1. The carrier will be selected by the Board after reviewing plans submitted by the Association.
 - a. 1982-1983 - A maximum of \$150.00 will be paid toward an "employee only" dental plan.
 - b. 1983-1984 - A maximum of \$300.00 will be paid toward a "full family" dental plan.

ARTICLE XXVIII

SALARIES AND EXTRA COMPENSATION

- A. The salaries of all teachers covered by this Agreement are set forth in the Instructional Salary Scale.
 - 1. There is no differential pay of any kind.
- B. Each Lower Camden County Regional High School District Number One teacher shall continue to be placed on the proper step of the salary scale, however the Board reserves the right to withhold any and all increments within the procedure as outlined in Title 18A:29-14.
 - 1. Adjustments will be made to teachers obtaining an advanced degree or sufficient credits to warrant adjustment on the salary scale if evidence is presented prior to September 1 or January 20.
 - a. Evidence shall be in the form of an official transcript or a certified letter from the college which will be followed later by a transcript.
- C. Teachers employed on a twelve (12) month basis:
 - 1. Shall be paid at the ratio of 1.2 of their proper place on the Instructional Salary Scale.
 - 2. Shall be paid in twenty-four (24) semi-monthly installments.
 - 3. Shall be governed by the following rules regarding hours, holidays, and vacations:
 - a. Twelve (12) month instructional employees will be required to work a 7-1/2 hour day, as established by the administration, with a thirty (30) minute lunch on those days when school is not in session or when the ten (10) month instructional employees are not required to be present.
 - b. Twelve (12) month instructional employees will be granted holidays in accordance with the Board established holiday schedule for all other twelve (12) month employees.
 - (1) If any twelve (12) month instructional employee is required to work on a Board-established holiday, compensatory time will be given during one of the extended school closings.
 - (a) When compensatory time is involved, it should be granted before participation.
 - c. Vacations will be fifteen (15) days in addition to the holiday schedule. Such vacation days shall be taken during extended school closings, such as Christmas recess, spring recess, or summer months, as desired, subject to approval of the administration.
 - (1) Vacations shall accumulate 1-1/4 days per month and will be credited to the employee on July 1, following the initial employment, and each July 1, thereafter.
- D. Teachers employed on a ten (10) month basis:
 - 1. Shall be paid in twenty (20) equal semi-monthly installments.

ARTICLE XXVIII
Con't.
SALARIES AND EXTRA COMPENSATION

2. May individually elect to have 10% of their monthly salary deducted from their pay and placed in the "Summer Payment Plan." These funds shall be paid to the teacher during the month of June.
- E. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day, if possible.
 1. Teachers shall receive their final checks as far in advance of the June 30th pay day as possible.
- F. All salary deductions will be made by the Secretary in accordance with the Statutes.
- G. The Board will provide for payroll deductions for one tax-sheltered annuity program.
- H. Positions in bedside instruction and behind the wheel driver's education will be reimbursed at the rate of \$10.00 per hour.
- I. The extra compensation in Instruction and Coaching covered by this Agreement are set forth in the attached schedules.

ARTICLE XXIX

1982-1983

INSTRUCTIONAL SALARY SCALES

<u>STEP</u>	<u>INCREMENT</u>	<u>NON-DEGREE</u>	<u>VOCAT. CERT.</u>	<u>BACHELOR</u>	<u>BACH.+30</u>	<u>MASTER</u>	<u>MASTER +30</u>	<u>DOCTOR</u>
1		\$ 13,470.	\$ 13,770.	\$ 14,070.	\$ 14,620.	\$ 15,170.	\$ 15,820.	\$ 16,470.
2	550.	14,020.	14,320.	14,620.	15,170.	15,720.	16,370.	17,020.
3	550.	14,570.	14,870.	15,170.	15,720.	16,270.	16,920.	17,570.
4	550.	15,120.	15,420.	15,720.	16,270.	16,820.	17,470.	18,120.
5	250.	15,370.	15,670.	15,970.	16,520.	17,070.	17,720.	18,370.
6	325.	15,695.	15,995.	16,295.	16,845.	17,395.	18,045.	18,695.
7	375.	16,070.	16,370.	16,670.	17,220.	17,770.	18,420.	19,070.
8	400.	16,470.	16,770.	17,070.	17,620.	18,170.	18,820.	19,470.
9	525.	16,995.	17,295.	17,595.	18,145.	18,695.	19,345.	19,995.
10	425.	17,420.	17,720.	18,020.	18,570.	19,120.	19,770.	24,020.
11	450.	17,870.	18,170.	18,470.	19,020.	19,570.	20,220.	20,870.
12	450.	18,320.	18,620.	18,920.	19,470.	20,020.	20,670.	21,320.
13	425.	18,745.	19,045.	19,345.	19,895.	20,445.	21,095.	21,745.
14	425.	19,170.	19,470.	19,770.	20,320.	20,870.	21,520.	22,170.
15	450.	19,620.	19,920.	20,220.	20,770.	21,320.	21,970.	22,620.

Teachers beyond step #15 will receive a longevity increase of \$1400.00 above their 1981-1982 Salary.

1983-1984

1		14,520.	14,820.	15,120.	15,670.	16,220.	16,870.	17,520.
2	550.	15,070.	15,370.	15,670.	16,220.	16,770.	17,420.	18,070.
3	550.	15,620.	15,920.	16,220.	16,770.	17,320.	17,970.	18,620.
4	550.	16,170.	16,470.	16,770.	17,320.	17,870.	18,520.	19,170.
5	550.	16,720.	17,020.	17,320.	17,870.	18,420.	19,070.	19,720.
6	250.	16,970.	17,270.	17,570.	18,120.	18,670.	19,320.	19,970.
7	325.	17,295.	17,595.	17,895.	18,445.	18,995.	19,645.	20,295.
8	375.	17,670.	17,970.	18,270.	18,820.	19,370.	20,020.	20,670.
9	400.	18,070.	18,370.	18,670.	19,220.	19,770.	20,420.	21,070.
10	525.	18,595.	18,895.	19,195.	19,745.	20,295.	20,945.	21,595.
11	425.	19,020.	19,320.	19,620.	20,170.	20,720.	21,370.	22,020.
12	450.	19,470.	19,770.	20,070.	20,620.	21,170.	21,820.	22,470.
13	450.	19,920.	20,220.	20,520.	21,070.	21,620.	22,270.	22,920.
14	425.	20,345.	20,645.	20,945.	21,495.	22,045.	22,695.	23,345.
15	425.	20,770.	21,070.	21,370.	21,920.	22,470.	23,120.	23,770.

Teachers beyond step #15 will receive a longevity increase of \$1600.00 above their 1982-1983 Salary

EXTRA COMPENSATION - INSTRUCTIONAL SCHEDULE

A. Based upon Step #1 - Bachelor's Instructional Salary Scale:

	<u>OVERBROOK SENIOR</u>	<u>OVERBROOK JUNIOR</u>	<u>EDGEWOOD SENIOR</u>	<u>EDGEWOOD JUNIOR</u>
Area Chairpersons				
Audio Visual Aids	4%	4%	4%	4%
Class Advisors:				
Senior Class	4%		4%	
Junior Class	4%		4%	
Sophomore Class	3%		3%	
Freshman Class		1-1/2%		1-1/2%
8th Grade		1-1/2%		1-1/2%
7th Grade		1-1/2%		1-1/2%
Dramatics	4%		4%	
Majorettes & Drill Squad	7%		7%	
* National Honor Society	2-1/2%	2-1/2%	2-1/2%	2-1/2%
School Newspapers	4%	2-1/2%	4%	2-1/2%
** School Yearbook				
Editorial Advisor	4%		4%	
Business Advisor	2-1/2%		2-1/2%	
Student Government	7%	2-1/2%	7%	
Stage Manager	4%	4%	4%	

* Board reserves the right to select someone other than a unit member.

** May be filled by one or two persons

EXTRA COMPENSATION - COACHING SCHEDULE

A. Based upon Step #1 - Bachelor's Instructional Salary Scale:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Baseball,Softball,Hockey,Soccer, Track (Boys & Girls)</u>						
Head Coach	9%	9%	10%	11%	12%	13%
Assistants	7%	7%	8%	9%	10%	11%
<u>Basketball (Boys&Girls),Wrestling</u>						
Head Coach	10%	10%	11%	12%	13%	14%
Assistants	6%	7%	8%	9%	10%	11%
<u>Cross Country, Tennis, Golf, Track (Winter)</u>						
Head Coach	5%	5%	6%	7%	8%	8%
Assistants	4%	4%	5%	6%	7%	7%
<u>Football</u>						
Head Coach	11%	12%	13%	14%	15%	16%
Assistants	8%	8%	9%	10%	11%	12%
<u>Intramurals</u>						
Jr. High Only						2%
<u>Cheerleaders</u>						
Grades 10,11,12 Fall Season 9-1 to 12-15						4%
Grades 10,11,12 Wint.Season 12-1 to 3-15						5%
Grade 9						6%
Assistant to Supervisor of Athletics & Physical Education						8%

ARTICLE XXXI
EXTRA CURRICULAR ACTIVITIES

	<u>1982-1983</u>	<u>1983-1984</u>
A. Base Salary	\$ 14,070.00	\$ 15,120.00
B. Percentage Values:		
1-1/2%	211.05	226.80
2 %	281.40	302.40
2-1/2%	351.75	378.00
3 %	422.10	453.60
4 %	562.80	604.80
5 %	703.50	756.00
6 %	844.20	907.20
7 %	984.90	1,058.40
8 %	1,125.60	1,209.60
9 %	1,266.30	1,360.80
10 %	1,407.00	1,512.00
11 %	1,547.70	1,663.20
12 %	1,688.40	1,814.40
13 %	1,829.10	1,965.60
14 %	1,969.80	2,116.80
15 %	2,110.50	2,268.00
16 %	2,251.20	2,419.20

ARTICLE XXXII
REPRESENTATION FEE

A. Purpose of Fee

1. If a teacher does not become a member of the Association during any membership year (i.e., from July 1, to the following June 30) which is covered in whole or in part by this Agreement, said teacher will be required to pay a representation fee to the Association, which fee shall be prospective only, for that membership year.
 - a. The purpose of this fee will be to offset the teacher's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification:- Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.
 - a. The representation fee to be paid by non-members will not exceed 85% of that amount.

C. Deduction and Transmission of Fee

1. Notification:- By September 15, each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year.
2. The Board will deduct from the salaries of such teachers, in accordance with paragraph #3 below, the full amount of the representation fee, and transmit the amount so deducted to the Association.
3. Payroll Deduction Schedule: - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question.
 - a. The deductions will take place in accordance with the existing dues deduction system.
4. Demand and Return:- In accordance with NJSA 34:13A-5.5 et sequitur, the Association shall establish a demand and return providing a process for non union members to appeal the amount of the representation fee assessed against him/her.
 - a. The Association shall provide to the Board evidence of the existence of such a demand and return system before any deductions are made.
5. Mechanics:- Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
6. Changes: - The Association will notify the Board, in writing, of any changes in the list provided for in paragraph #1 above and/or the amount of the representation fee, and such changes will be effected within sixty (60) days.

ARTICLE XXXII.

REPRESENTATION FEE

Con't.

7. New Employees: - All new employees are contained in the minutes of the Board of Education. Such minutes are available to the Association for their review and certification for dues deduction or representation fee.

D. Indemnification and Save Harmless Provision

1. Liability:- The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken by the Board in conformance with this provision.
 - a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability, and will provide the Association with full access to Board records as maintained in the course of complying with this provision.
2. Exception: - It is expressly understood that paragraph #1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any willfull misconduct by the Board.